

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 of 41
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAA09-03-R-0061		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2003SEP02	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ JMC AMSJM-CCA-M ROCK ISLAND, IL 61299-6000  BLDG 350			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:00pm (hour) local time 2003OCT02 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> RITA COMBS <b>E-mail address:</b> COMBSR@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309) 782-3605
----------------------------------	--	---

11. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	23
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	9	X	J	List of Attachments	29
X	D	Packaging and Marking	10	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	11	X	K	Representations, Certifications, and Other Statements of Offerors	30
X	F	Deliveries or Performance	18				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	34
X	H	Special Contract Requirements	19	X	M	Evaluation Factors for Award	38

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

AWARD (To be completed by Government)

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT			Code	
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 41
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996
***		(End of clause)	

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
-----	--------------------	------------------------------	----------

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant  
Mr. Paul McDaniel, Attn: JMCMC-MO  
McAlester, Oklahoma 74501-9002  
(918) 420-6452  
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal  
Mr. William Peiffer, Attn: SOSRI-AP  
Rock Island, Illinois 61299-5000  
(309) 782-5178/4479  
peifferw@ria.army.mil

Watervliet Arsenal  
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP  
Waterlviet, New York 12189-4050  
(518) 266-5052  
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
***		(End of clause)	

(AS7000)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 41
<b>Name of Offeror or Contractor:</b>		

A-5                      52.252-4500                      FULL TEXT CLAUSES                      SEP/1997  
OSC

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (\*\*\*).
2. You can view or obtain a copy of the clauses and provisions on the internet at: [www.osc.army.mil/ac/aaais/osc/clauses/index.htm](http://www.osc.army.mil/ac/aaais/osc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM: MK83, MOD 1 (CONICAL) FIN ASSEMBLY  
NSN: 1325-01-458-5888

1. THIS REQUEST FOR PROPOSAL (RFP) IS SET ASIDE 100% FOR SMALL BUSINESS CONCERNS. THE SOLICITATION REQUIRES 5832 EACH MK83, MOD 1 FIN ASSEMBLIES, PART NUMBER 923AS400. OFFERS ARE SOLICITED WITH A FIRST ARTICLE TEST REQUIREMENT, F.O.B. DESTINATION. THE SOLICITATION INCLUDES A 100% EVALUATED OPTION PER THE SECTION I CLAUSE. A FIRM FIXED PRICE CONTRACT IS ANTICIPATED AS A RESULT OF THIS SOLICITATION. THE RFP ALSO REQUIRES THE OFFEROR TO INCLUDE THE PALLET ADAPTER ADU-425/E (ADL 1103AS100) IN THEIR PRICING AND BEST VALUE DATA SUBMISSION. OFFERORS ARE CAUTIONED TO CAREFULLY REVIEW THE TECHNICAL DATA PACKAGE (TDP) PRIOR TO SUBMITTING OF A RESPONSE.
2. OFFERORS ARE ADVISED THAT A BEST VALUE APPROACH WILL BE UTILIZED TO EVALUATE PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP. ALL OFFERORS ARE CAUTIONED TO PAY SPECIFIC ATTENTION TO SECTION L, "INSTRUCTIONS FOR PROPOSAL PREPARATION" AND SECTION M IN ITS ENTIRETY. AWARD WILL BE MADE BASED UPON THE FOLLOWING FACTORS AND SUBFACTORS:

- (A) TECHNICAL ABILITY (FACTOR)
  - (1) CRITICAL SKILLS, PROCESSES AND PROCEDURES (SUBFACTOR)
  - (2) QUALITY SYSTEM (SUBFACTOR)
  - (3) TESTING AND INSPECTION (SUBFACTOR)
- (B) PAST PERFORMANCE (FACTOR)
  - (1) ON-TIME DELIVERY (SUBFACTOR)
  - (2) QUALITY AND/OR QUALITY PROGRAM PROBLEMS (SUBFACTOR)
- (C) PRICE (FACTOR)

TECHNICAL ABILITY AND PAST PERFORMANCE ARE OF EQUAL IMPORTANCE AND TOGETHER THEY ARE SLIGHTLY MORE IMPORTANT THAN PRICE. WITHIN TECHNICAL ABILITY, SUBFACTORS CRITICAL SKILLS, PROCESSES AND PROCEDURES, QUALITY SYSTEM AND TESTING AND INSPECTION ARE ALL CONSIDERED EQUAL IN IMPORTANCE. WITHIN PAST PERFORMANCE, SUBFACTORS ON-TIME DELIVERY AND QUALITY AND/OR QUALITY PROGRAM PROBLEMS ARE CONSIDERED EQUAL IN IMPORTANCE.

3. IMPORTANT NOTICE TO OFFERORS: For the purpose of this solicitation, offers must include Best Value evaluation data with the original proposal. Data requested for evaluation has been clearly identified in Section L of the solicitation. Data submitted may represent either government or commercial contracts, however the data should be recent (within 3 years of the initial closing date of the solicitation) and relevant to the item being procured. If the offeror has no recent or relevant past performance, this information should be stated for evaluation purposes. Discussions will NOT be opened for the sole purpose of allowing offerors to submit their initial Best Value data. Proposals received with NO Best Value information may be considered unacceptable and the offeror will be rated Poor and/or Unknown without opening discussions to allow for the submission of data that should have been submitted with the initial proposal.

OFFERORS ARE RESPONSIBLE FOR INCLUDING SUFFICIENT DETAILS TO PERMIT A COMPLETE AND ACCURATE EVALUATION OF THEIR PROPOSAL. THE GOVERNMENT WILL NOT MAKE ASSUMPTIONS CONCERNING AN OFFEROR'S INTENT OR EXPERIENCE. PROVIDING CLEAR, ACCURATE INFORMATION IS THE SOLE RESPONSIBILITY OF THE OFFEROR, HOWEVER, THE GOVERNMENT MAY UTILIZE INFORMATION OBTAINED FROM OTHER SOURCES IN ADDITION TO THE OFFEROR'S DATA FOR PAST PERFORMANCE EVALUATION. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSAL IS COMPLETE, INCLUDING ALL FILL-INS AND BLANKS IN THE SOLICITATION.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 4 of 41
	PIIN/SIIN	DAAA09-03-R-0061 MOD/AMD	
Name of Offeror or Contractor:			

4 IN SUPPORT OF THIS CONTRACT, THE FOLLOWING ITEM SHALL BE SUPPLIED TO THE SUCCESSFUL OFFEROR AS GOVERNMENT-FURNISHED MATERIAL (GFM) IN THE FOLLOWING QUANTITIES:

MK3 PALLET	NSN: 3990-00-039-0223	P/N: 564200	QUANTITY: 490
------------	-----------------------	-------------	---------------

5. OFFERORS SHOULD TAKE NOTE OF THE PROVISION AT FAR 52.215-1, "INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION". THE GOVERNMENT INTENDS TO AWARD A CONTRACT FROM THIS SOLICITATION WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATIONS AS DESCRIBED IN FAR 15.306(A), THEREFORE, INITIAL PROPOSALS SHOULD CONTAIN THE BEST TERMS FOR ALL FACTORS/SUBFACTORS. THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.

6. IN ACCORDANCE WITH DFARS 252.204-7004, "REQUIRED CENTRAL CONTRACTOR REGISTRATION", FAILURE TO REGISTER IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD.

7. THIS SUMMARY IS PROVIDED FOR ADMINISTRATIVE ASSISTANCE ONLY AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION PROVISIONS; PROVISIONS OF THE TDP AND SOLICITATION SHALL PREVAIL.

\*\*\* END OF NARRATIVE A 001 \*\*\*

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1325-01-458-5888 FSCM: 30003 PART NR: 923AS400 SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u> Delivery Shall Be FOB Destination</p> <p>(End of narrative A001)</p>	5832	EA	\$ _____	\$ _____
0001AA	<p><u>FIRST ARTICLE TEST: MK83, MOD 1 FIN ASSEMBLY</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC                  SUPPL <u>REL CD    MILSTRIP    ADDR   SIG CD   MARK FOR   TP_CD</u> 001     3 <u>DEL REL CD          QUANTITY          DAYS AFTER AWARD</u> 001                         1                         0120</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555)    SEE SECTION E</p>				
0001AB	<p><u>FIRST ARTICLE TEST: ADU-425/E PALLET ADAPTER</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<div><div><div><div><div>Deliveries or Performance</div><div>DOC</div><div>REL CD</div><div>001</div><div>DEL REL CD</div><div>001</div></div><div><div>SUPPL</div><div>MILSTRIP</div><div>ADDR</div><div>QUANTITY</div><div>1</div></div><div><div>SIG CD</div><div>MARK FOR</div><div>DAYS AFTER AWARD</div><div>3</div><div>0120</div></div></div></div><div>FOB POINT: Destination</div><div>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</div></div>				
	<div><div><div><div><div>PRODUCTION QUANTITY</div><div>NOUN: FIN ASSY MK83-1 F/100# BOMB</div><div>PRON: R13A0R14M2 PRON AMD: 02</div><div>AMS CD: 41500684036</div><div>CUSTOMER ORDER NO: N0001903MP04834</div></div></div><div><div>Packaging and Marking</div><div>Inspection and Acceptance</div><div>INSPECTION: Origin ACCEPTANCE: Origin</div></div><div><div><div><div>Deliveries or Performance</div><div>DOC</div><div>REL CD</div><div>002</div><div>DEL REL CD</div><div>001</div></div><div><div>SUPPL</div><div>MILSTRIP</div><div>ADDR</div><div>QUANTITY</div><div>2,952</div></div><div><div>SIG CD</div><div>MARK FOR</div><div>DAYS AFTER AWARD</div><div>J</div><div>3</div><div>0240</div></div></div></div><div>002 N490653022007A W44XMF</div><div>002 2,880 0270</div><div>FOB POINT: Destination</div><div>SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000</div></div></div>				
0002	<div><div><div><div><div>DATA ITEM</div><div>SECURITY CLASS: Unclassified</div></div></div></div></div>		EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 41
	PIIN/SIIN DAAA09-03-R-0061	MOD/AMD	
Name of Offeror or Contractor:			

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 41
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.246-4535 OSC	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
C-3	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 923AS400 with revisions in effect as of 25 FEB 03 (except as follows):

THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION:

"THE FOLLOWING DRAWINGS, SPECIFICATIONS AND DOCUMENTS ARE APPLICABLE TO THIS PROCUREMENT: AUTOMATED DATA LIST 923AS400, REV B, DATED 25 FEBRUARY 03, AND REVISIONS OF DOCUMENTS THEREON AND THE FOLLOWING CHANGES:

- A. ADL CHANGE NOTICE 001 DATED 9 JULY 03.
- B. EXCEPTION TO 6214434A."

THE TECHNICAL DATA HAS BEEN REVIEWED FOR THE USE OF CLASS I OZONE DEPLETING CHEMICALS (ODC). WITH THE INCLUSION OF THE ODC SECTION IN THE ADL, THE SUBJECT PROCUREMENT DATA PACKAGE (PDP) IS CONSIDERED TO BE CERTIFIED AND DOES NOT CONTAIN ANY REQUIREMENTS TO UTILIZE CLASS I OZONE DEPLETING CHEMICALS.

GOVERNMENT SPECIFICATIONS AND STANDARDS LISTED IN THE ADL MAY BE OBTAINED FROM THE STANDARDIZATION DOCUMENTS ORDER DESK, BUILDING 4D, 700 ROBBINS AVENUE, PHILADELPHIA, PENNSYLVANIA 19111-5094. INDUSTRY ASSOCIATION SPECIFICATIONS AND STANDARDS MAY BE OBTAINED FROM THE APPLICABLE ASSOCIATIONS.

(CS6100)

C-4	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
-----	--------------------	--	----------

\*\*\*

(End of Clause)

(CS7600)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 6214434 revision A, dated 5 JUN 2003.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 6214434, REV A, DATED 5 JUN 2003. BAR CODE MARKING IS REQUIRED. EXCEPTION TO 6214434 REV A PROVIDED WITH 6214434A APPLIES TO THIS PROCUREMENT.

EXCEPTION: NOTE 5 FOUND ON DRAWING 6214434A APPLIES TO ALL NON-MANUFACTURED WOOD USED IN THE PALLETIZED LOAD. HEAT TREAT REQUIREMENTS FOR ALL NON-MANUFACTURED WOOD USED IN THE PALLETIZED LOAD APPLIES TO THIS CONTRACT AS FOLLOWS:

HEAT TREAT WOOD QUALITY MARKING:

ALL NON-MANUFACTURED WOOD USED IN THE PALLETIZED LOAD SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD TO BUILD FILLER ASSEMBLIES AND SPACER/SUPPORT GATE ASSEMBLIES FOR THE PALLETIZED LOAD, SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE AMERICAN LUMBER STANDARDS COMMITTEE. THE PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED TO BUILD FILLER ASSEMBLIES AND SPACER/SUPPORT GATE ASSEMBLIES FOR THE PALLETIZED LOAD SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH PALLET, FILLER ASSEMBLY AND SPACER/SUPPORT GATE ASSEMBLY SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. PALLELTS, FILLER ASSEMBLIES AND SPACER/SUPPORT ASSEMBLIES MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED AND MARKED APPROPRIATELY. THE QUALITY MARK FOR THE PALLET SHALL BE PLACED ON TWO OPPOSITE END POSTS ON THE SAME SIDE AS THE PRESERVATIVE MARKING. THE QUALITY MARK FOR THE FILLER ASSEMBLIES AND SPACER/SUPPORT ASSEMBLIES SHALL BE PLACED ON TWO OPPOSITE SIDES.

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
-----	--------------------	---------------------------	----------

Palletization shall be in accordance with 6214434, revision A, dated 5 June 2003.

(End of clause)

(DS6204)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 11 of 41</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (X) ISO 9002; or
- (X) ISO 9001-2000; only design/development exclusions permitted
- ( ) ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-4	52.209-4511 OSC	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
-----	--------------------	---	----------

a. The first article shall consist of: ONE (1) GALVANIZED ADU-425/E PALLET ADAPTER (SEE PARAGRAPH 2 OF PQAR-1103AS100 REV E DATED 23 JUNE 2003); which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: DIRECTOR, NAVAL PHST CENTER, NAVAL SURFACE WARFARE CENTER, INDIAN HEAD DIVISION DETACHMENT EARLE, 201 STATE HIGHWAY 34 SOUTH, ATTN: CODE 7143RC, BLDG. C-54, COLTS NECK, NJ 07722-5023. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 12 of 41</b>
<b>Name of Offeror or Contractor:</b>		

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: REPETITIVE SHOCK (SUPERIMPOSED LOAD), CORNERWISE DROP, IMPACT, STACKING AND DISASSEMBLY IAW MIL-STD-1660. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6033)

E-5	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
	OSC		
FIRST ARTICLE TEST (CONTRACTOR TESTING)			
52.209-4512 OSC		(MAY 1994)	

a. The first article shall consist of:

SEE PARAGRAPH 3.2.5 OF SOW 923AS400, REV A, DATED 29 JAN 2003

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAA09-03-R-0061      <b>MOD/AMD</b></p>	<p align="right"><b>Page 13 of 41</b></p>
---	--	---

**Name of Offeror or Contractor:**

successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to HQ, JMC, ATTENTION AMSJM-QAP.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-6	52.245-4537	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	FEB/2002
	OSC		
ACCEPTANCE INSPECTION EQUIPMENT (NAVY/AIR FORCE)			
52.245-4537 OSC		(FEBRUARY 2002)	

a. Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

c. Contractor AIE designs, specifications, and procedures for Critical, Major, Special, and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the Government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The Contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the submission of inadequate or incomplete AIE documentation.

d. The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

e. Resubmission of AIE design, specification, and procedure documentation for approval on a follow-on contract is not required

**Name of Offeror or Contractor:**

provided inspection characteristic parameters specified in the current technical data package and the previously approved AIE documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during the performance of this contract, use of any AIE not meeting the requirements of the approved design, specification, or procedure documentation.

g. Navy Special Interface Gage Requirements (NSIG): NONE.

1. The Navy Special Interface Gages listed under this clause will be forwarded to the Contractor for joint use by the Contract Administration Office (CAO) and the Contractor.

2. The Contractor may substitute contractor designed and built AIE for the NSIG noted as applicable in paragraph g.8. However, the designs require Government approval and the contractor AIE hardware requires Government certification. AIE designs shall be submitted in accordance with paragraph c. The contractor shall notify NSWC Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE certification, return the hardware and provide notification of acceptance or rejection to the Contractor within 45 days of receipt of the contractor AIE. The contractor shall be responsible for any delays resulting from late submission of documentation or hardware. The Contractor shall also submit the calibration periods for each contractor AIE for approval. The Government shall affix Calibration stickers to the contractor AIE for Quality Assurance Representative

(QAR) identification.

3. The NSIGs are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the Contractor of meeting all drawing/specification requirements under the contract.

4. Items that fail to be accepted by the applicable NSIGS may be inspected by another means to determine acceptance or rejection, provided the alternate inspection method is acceptable to the government approval authority.

5. The Government shall not be responsible for discrepancies or delays in production items resulting through misuse, damage or excessive wear to the NSIGs.

6. Calibration and repair of the NSIGs shall only be performed as authorized by the Naval Surface Warfare Center (NSWC), Corona Division. Repair is at no cost to the Contractor unless repair is required due to damage to the gages resulting from Contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIGs shall be brought to the immediate attention of the CAO and NSWC Corona. The Contractor shall not make any adjustments, alterations or add permanent markings to NSIG hardware unless specified by the NSIG operating instructions or authorized by the Designated Technical Activity.

7. Within 45 days after final acceptance of all production items, the NSIGs shall be shipped to NSWC, Corona Division, ATTN: Receiving Officer, Bldg 575, Gage Laboratory, 1999 Fourth St., Norco, CA 92860-1915. The following specifications are applicable:

(i) Shipping, MIL-STD-2073, "DOD Standard Practice for Military Packaging"

(ii) Marking, MIL-STD-129, "Marking for Shipment and Storage".

8. The following NSIGs shall be provided and are mandatory for use except as noted by an (x) for paragraph (g.2) applicability.

NONE

Para.

g.2

applies	Drawing	Rev	Char	NSIG	Qty	Dimensions	Weight	Value
---------	---------	-----	------	------	-----	------------	--------	-------

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 15 of 41</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

(ES6032)

E-7                      52.246-4506                      STATISTICAL PROCESS CONTROL (SPC)                      MAY/1994  
OSC

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0061 MOD/AMD	Page 16 of 41
--------------------	---	---------------

**Name of Offeror or Contractor:**

- (2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.
- (3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).
- i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:
- (1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.
- (2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.
- j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).
- k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.
- l. Not used.
- m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.
- n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

E-8	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		

- a. Rework and Repair are defined as follows:
- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 17 of 41</b>
<b>Name of Offeror or Contractor:</b>		

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-9	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 18 of 41</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984
F-6	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-7	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-8	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	OSC		

\*\*\*

(End of Clause)

(FS7240)

F-9	52.247-4533	ACCELERATED DELIVERIES, CONTRACTOR INITIATED	MAR/1988
	OSC		

\*\*\*

(End of Clause)

(FS7405)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 19 of 41</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	246.671 DFARS MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CCA-M (RITA COMBS)  
Rock Island, IL 61299-6000

2. Production Management

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CDB (VICKI GABRYSUIAK)  
Rock Island, IL 61299-6000

3. Send additional copies to in accordance with Table 1 and Table 2.

Commander  
Naval Air Warfare Center Weapons Division  
575 I Ave. Suite 1  
Attn: Code 332200E (J. Winfrey)  
Point Mugu, CA 93042-5049

E-mail a copy of all DD250s to:  
mugu-cwWnavy.mil

Naval Air System Command  
Suite 448, Bldg. 2272  
47123 Buse Road  
Attn: PMA-201C2 (R. Derus)  
Patuxent River, MD 20670

(End of clause)

(HA6025)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0061 MOD/AMD	Page 20 of 41
Name of Offeror or Contractor:		

H-2            242-1107(B)            INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS            JUN/1996  
                  DFARS                REPORTS - AMMO (NAVY SPECIAL) DELAYS IN DELIVERY

\*\*\*

b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

1. Purchasing Office:

See Award Document

2. Administration Office:

See Award Document

3. Production Manager:

U.S. Army Joint Munitions Command  
 ATTN: AMSJM-CDB (VICKI GABRYSIK)  
 Rock Island, IL 61299-6000

4. Additional Distribution (As Indicated):

( ) a. Officer in Charge

Naval Ordnance Center  
 Attn: 8521  
 Inventory Management and Systems Division  
 5450 Carlisle Pike  
 P.O. Box 2011  
 Mechanicsburg, PA 17055-0735

(X) b. Commander

Naval Air Warfare Center Weapons Division, Point Mugu  
 575 I AVENUE, SUITE 1  
 ATTN: CODE 332200E (J. Winfrey)  
 Point Mugu, CA 93042-5049  
 E-mail: mugu-cw@navy.mil\_

( ) c. Commander

Attn: PM4  
 Naval Surface Warfare Center Division  
 300 Highway 361  
 Crane, IN 47522-5001

( ) d. Commander

Naval Special Warfare Command  
 Attn: N43  
 2000 Trident Way  
 San Diego, CA 92155-5599

(End of Clause)

(HA6029)

H-3            52.242-4506            PROGRESS PAYMENT LIMITATION            MAR/1988  
                  OSC

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 21 of 41</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

(End of Clause)

(HS6002)

H-4      252.247-7023      TRANSPORTATION OF SUPPLIES BY SEA      MAY/2002  
 DFARS

\*\*\*

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL

(End of Clause)

(HA7502)

H-5      252.247-7024      NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA      NOV/1995  
 DFARS

\*\*\*

(End of clause)

(HA7503)

H-6      52.247-4545      PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION      MAY/1993  
 OSC

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

---



---



---

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page</b> 22 <b>of</b> 41
<b>Name of Offeror or Contractor:</b>		

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0061 MOD/AMD	Page 23 of 41
--------------------	---	---------------

**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-25	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-27	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-28	52.232-1	PAYMENTS	APR/1984
I-29	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-30	52.232-11	EXTRAS	APR/1984
I-31	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-34	52.232-25	PROMPT PAYMENT	MAY/2001
I-35	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-36	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
I-37	52.233-1	DISPUTES	JUL/2002
I-38	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-39	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-40	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-41	52.242-13	BANKRUPTCY	JUL/1995
I-42	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-43	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-44	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
I-45	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-46	52.248-1	VALUE ENGINEERING	FEB/2000
I-47	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-48	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-49	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-50	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-51	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-52	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992

**Name of Offeror or Contractor:**

	Regulatory Cite	Title	Date
	DFARS		
I-53	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
I-54	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-55	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-56	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
	DFARS	GOVERNMENT OF A TERRORIST COUNTRY	
I-57	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC	DEC/1991
	DFARS	1991) - ALTERNATE I (DEC 1991)	
I-58	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-59	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-60	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-61	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
	DFARS		
I-62	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-63	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001
		ENTERPRISES-DOD CONTRACTS	
I-64	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
	DFARS		
I-65	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
	DFARS		
I-66	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
	DFARS		
I-67	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-68	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
I-69	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-70	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-71	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
I-72	52.209-4	FIRST ARTICLE APPROVAL - GOVERNMENT TESTING	SEP/1989
(a) The Contractor shall deliver * unit(s) of Lot/Item * within ** calendar days from the date of this contract to the Government at * for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.			
(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article.			
***			
* (See instructions regarding submission of First Article clause)			
** (See Schedule B)			
(End of clause)			
(IF6003)			
I-73	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAA09-03-R-0061      <b>MOD/AMD</b></p>	<p align="center"><b>Page 25 of 41</b></p>
---	--	--

**Name of Offeror or Contractor:**

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, including transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 210 days after date of award by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option	
(F.O.B. Destination	\$_____ CLIN 0001
McAlester AAP, OK)	

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-74	52.243-7	NOTIFICATION OF CHANGES	JAN/2001
***			

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with \_\_\_\_ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

\*\*\*

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--\*\*\*\*

\*\*\*

(End of clause)

(IF6250)

I-75	52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	MAY/2001
***			

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 730 days after acceptance --

\*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 26 of 41</b>
<b>Name of Offeror or Contractor:</b>		

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

\*\*\*

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-76	252.243-7000	ENGINEERING CHANGE PROPOSAL	SEP/1999
	DFARS		

\*\*\*

(c) When the price\*\* of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contractor pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price\*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA6510)

I-77	52.209-3	FIRST ARTICLE APPROVAL - CONTRACTOR TESTING	SEP/1989
------	----------	---	----------

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked "FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

\*\*\*

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 27 of 41</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

(IF7018)

I-78                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984  
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)  
(IF7016)

I-79                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      MAR/1999  
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal  
Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of

Name of Offeror or Contractor:

offers.  
(End of clause)

(IA7015)

I-80	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
***	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)  
  
\_\_\_\_\_  
(Title)

\*\*\*  
(End of clause)

(IA7035)

I-81	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	OSC		

AUTHORITY OF GOVERNMENT REPRESENTATIVE  
52.201-4500 OSC (FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 29 of 41</b>
<b>Name of Offeror or Contractor:</b>		

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	18-MAR-03	006	
Attachment 001	GUIDANCE ON DOCUMENTATION OF FORM 1423 (CDRL)		002	
Attachment 002	INSTRUCTIONS FOR COMPLETING FORM 1423 (CDRL)		002	
Attachment 003	LIST OF ADDRESSES		001	
Attachment 004	DOCUMENT SUMMARY LIST		002	
Attachment 005	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 006	STATEMENT OF WORK (SOW) FIN ASSY, CONICAL, MK83, MOD 1 (REV A) REPLACES SOW DATED 29 MAY 02	29-JAN-03	020	
Attachment 007	UNIT LOAD FOR UNDERWAY REPLENISHMENT - FIN ASSEMBLY, BOMB, FOR 1000 LB G.P. BOMB IN ADAPTER, PALLET, ADU-425/E (6214434, REVISION A WITH EXCEPTIONS)	05-JUN-03	004	
Attachment 008	DISCLOSURE OF LOBBYING ACTIVITIES (STANDARD FORM LLL)		003	
Attachment 009	LISTING OF GOVERNMENT-OWNED PROPERTY TO BE USED FOR PERFORMANCE - IOC FORM 715-4		001	
Attachment 010	DEFENSE PRIORITIES AND ALLOCATION SYSTEM - IOC FORM 715-3		002	
Attachment 011	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 012	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION		002	
Attachment 013	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 014	QUALITY ASSURANCE PROVISIONS	27-JAN-03	005	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page</b> 30 <b>of</b> 41
---------------------------	--	-----------------------------

**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1)	The North American Industry Classification System (NAICs) code for this acquisition is 332993.		
(2)	The small business size standard is 1500.		

\*\*\*

- (b) Representations.
- (1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.
- (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a veteran-owned small business concern.
- (5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that
- (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

\*\*\*

(End of provision)

(KF6003)

K-5	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
-----	----------	--	----------

\*\*\*

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"> <b>PIIN/SIIN</b> DAAA09-03-R-0061      <b>MOD/AMD</b> </p>	<p style="text-align: center;"><b>Page 31 of 41</b></p>
--	--	---

**Name of Offeror or Contractor:**

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_

\_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

\*\*\*

(End of Provision)

(KF7005)

K-6                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998

\*\*\*\*

(d) Taxpayer Identification Number (TIN).

( ) TIN:

( ) TIN has been applied for.

( ) TIN is not required because

( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a Federal government; \_

(e) Type of organization.

( ) Sole proprietorship

( ) Partnership

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government

( ) International organization per 26 CFR 1.6049-4;

( ) Other

(f) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name:

TIN:

(End of Provision)

(KF7043)

K-7                      52.207-4                      ECONOMIC PURCHASE QUANTITY - SUPPLIES                      AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_

\_\_\_\_\_

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

\*\*\*

OFFEROR RECOMMENDATIONS

Name of Offeror or Contractor:

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE</u> <u>QUOTATION</u>	<u>TOTAL</u>

\*\*\*  
(End of provision)

(KF7003)

K-8            52.209-5            CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,            DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

    (i) The Offeror and/or any of its Principals-

        (A) Are ( )

        are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

        (B) Have ( )

            have not ( ),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

        (C)Are ( )

        are not ( )

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ( )

            has not ( ),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

\*\*\*  
(End of Provision)

(KF7033)

K-9            52.215-6            PLACE OF PERFORMANCE            OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

(End of provision)

(KF7035)

K-10            52.222-22            PREVIOUS CONTRACTS AND COMPLIANCE REPORTS            FEB/1999

The offeror represents that -

Name of Offeror or Contractor:

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984  
The offeror represents that (a) it

- ( ) has developed and has on file,  
( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-12 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992  
DFARS  
\*\*\*

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\*\*\*

(End of provision)

(KA7500)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0061                      MOD/AMD</p>	<p style="text-align: center;"><b>Page 34 of 41</b></p>
--	--	---

**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

OFFERORS ARE REMINDED THAT BEST VALUE EVALUATION DATA REQUESTED IN THIS SECTION (SECTION L) MUST BE SUBMITTED WITH THE ORIGINAL PROPOSAL. DATA SUBMITTED MAY REPRESENT EITHER GOVERNMENT OR COMMERCIAL CONTRACTS. IF THE OFFEROR HAS NO RECENT OR RELEVANT PAST PERFORMANCE, THIS INFORMATION SHOULD BE STATED FOR EVALUATION PURPOSES. PROPOSALS RECEIVED WITH NO "BEST VALUE" INFORMATION MAY BE CONSIDERED UNACCEPTABLE AND THE OFFEROR WILL BE RATED "POOR" AND/OR "UNKNOWN" WITHOUT OPENING DISCUSSIONS TO ALLOW FOR THE SUBMISSION OF DATA THAT SHOULD HAVE BEEN SUBMITTED WITH THE INITIAL PROPOSAL.

\*\*\* END OF NARRATIVE L 001 \*\*\*

INFORMATION TO BE SUBMITTED: THE OFFEROR SHALL PROVIDE BEST VALUE INFORMATION BY ADDRESSING EACH FACTOR/SUB-FACTOR IN THE FORMAT AND SEQUENCE IDENTIFIED IN THE SOLICITATION. THE OFFEROR SHOULD PROVIDE INFORMATION IN SUFFICIENT DETAIL TO ALLOW THE GOVERNMENT TO MAKE BEST VALUE ASSESSMENT OF THE OFFEROR'S PAST PERFORMANCE AND TECHNICAL ABILITIES. THE OFFEROR SHALL ALSO PROVIDE INFORMATION RELATED TO KEY SUBCONTRACTORS IDENTIFIED IN THEIR PROPOSAL. BEST VALUE DATA SHALL BE SUBMITTED ON 100MB ZIP DISKS, CD-ROM, OR (IN HARDCOPY) AN ORIGINAL AND THREE COPIES. THE FOLLOWING INFORMATION SHOULD BE SUBMITTED FOR THE MK83, MOD 1 FIN ASSEMBLY AND THE ADU-425/E PALLET ADAPTER AS PART OF THEIR PROPOSAL:

A. Information required for Best Value evaluation of Technical Ability (Factor):

(1) To evaluate Technical Ability (Critical Skills, Processes and Procedures) (Sub-Factor), offerors shall provide information of their demonstrated ability to provide the technical expertise, equipment, processes and the personnel necessary to produce and deliver a quality product. The offeror may also provide evidence of related certifications, abilities and/or capabilities that would enhance the technical expertise of the offeror. The offeror shall describe use of indicators and or metrics designed to provide feedback relating to the quality and conformance of the product to its design requirements. The offeror should address, at a minimum, their ability to assure process controls associated with the procurement of materials, components, etc., fabrication, inspection and testing of the MK83 Fin Assembly, including: Materials (including Polymeric Components), Metal Working; Welding; Component Machining, Component Heat Treating and Hardness and Surface Treatments and Application; Nondestructive and Proof Testing.

(2) To evaluate Technical Ability (Quality System) (Sub-Factor), offerors shall provide their General Quality Manual. The manual must demonstrate that the offeror's quality system meets the requirements of ISO 9002-1994 (or 9001-2000). The offeror shall provide specific input/information describing how they will comply with the requirements of the Quality Assurance Provisions (QAP). The offeror shall describe use of indicators and or metrics designed to provide feedback relating to the quality and conformance of the product to its design requirements. The offeror shall also provide information relative to preventive action initiatives being implemented. Evidence of quality awards and/or quality certifications should be submitted for consideration.

(3) To evaluate Technical Ability (Testing and Inspection), (Sub-Factor) offerors shall address their approach and their ability to meet and perform examinations and testing identified in the solicitation/technical data specifications, including, but not limited to, the First Article Test (FAT) and Lot Acceptance Test (LAT) requirements. The offeror shall also provide a time-phase schedule indicating the integration of inspection and testing requirements, procedures and plans, and primary raw material deliveries to meet the solicitation delivery requirements.

B. To evaluate Past Performance (Factor) information , offerors shall provide a description of their Government/Commercial contracts. Government contracts are defined as those with the federal Government and agencies of state and local Governments.

- (1) Name of contracting activity/commercial firm
- (2) Contract number
- (3) Contract type (fixed price or cost reimbursable)
- (4) Total contract Value
- (5) Description of work/NSN, Part Number, Nomenclature
- (6) Contracting Officer/contract manager and telephone
- (7) Administrative Contracting Officer, if defferent from (6) and telephone
- (8) A brief summary of each contract cited, addressing the following factors:

Recent, relevant past performance which includes on-time delivery and quality and/or quality program problems. Recent is defined received or performed during the past three years prior to the initial closing date of the solicitation. However, the Government has the right to consider information regarding contractor performance up to the date of award. Relevant is defined as having previously produced same or similar items requiring the same or similar manufacturing processes, critical skills and unique techniques needed to produce the MK83 Fin Assembly. The Government reserves the right to determine whether an item is like or similar and whether production quantities apply to the current requirement for evaluation purposes. Offerors may provide a brief narrative explanation of how/why they believe the past performance is relevant. For the purposes of this acquisition, offeror is defined as prime contractor and/or key subcontractors identified by the prime contractor. Evaluation factors and subfactors will be rated based on the circumstances and status of the offeror at the time of proposal submission.

- (1) To evaluate Past Performance (On-Time Delivery)(Sub-Factor), the offeror shall provide information regarding recent,

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 35 of 41</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

relevant past performance in the areas of timeliness of deliveries. The offeror must provide information on deliveries made, deliveries scheduled to be made, and deliveries re-scheduled to be made during the 3-year period of recent past performance. Include all supporting information for verification purposes concerning all of these covered deliveries, even though this supporting information may fall outside of the 3-year period. The offeror should provide original contract schedule as well as actual deliveries. If there was a slippage, the offeror shall provide all pertinent information regarding the slippage. If the offeror accelerated deliveries or increased production rates to meet the Government's needs, the offeror should describe how their delivery/performance exceeded contract delivery requirements. For verification purposes, the offeror shall furnish a point of contact/name, phone number, contract number and dollar value of recent relevant contracts.

(2) To evaluate Past Performance (Quality and/or Quality Program Problems)(Sub-Factor), the offeror shall provide information on their recent and relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all quality issues that are discovered during the 3-year period of recent past performance, regardless of when the actual delivery was made. The offeror will be required to submit data explaining corrective/preventive actions that have been taken to improve their process(es) and/or resolve their quality problems. The offeror shall disclose information about previous Request for Waivers (RFWs), Request for Deviations (RFDs), Quality Deficiency Reports (QDRs), First Article Test failures, Lot Acceptance Test failures and/or other product quality or Quality Program related problems. The offeror's submission must be clear and concise when describing the deficiency and stating the corrective/preventive action, when it was implemented, and its effectiveness. The offeror shall also provide information regarding how well they worked with previous Government and technical representatives by providing a brief narrative about past experiences where their responsiveness, thoroughness and expertise were a significant factor in a problem's resolution. For verification purposes, the offeror shall furnish a point of contact/name, phone number, contract number and dollar value relative to the examples provided.

C. To evaluate Price (Factor), the offeror shall submit a firm fixed price in Schedule B of the solicitation. Also, the offeror may submit a separate price for the evaluated option clause in Section I of the solicitation.

\*\*\* END OF NARRATIVE L 002 \*\*\*

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.  
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0061 MOD/AMD	Page 36 of 41
--------------------	---	---------------

Name of Offeror or Contractor:

(LF6019)

L-7                    52.216-1                    TYPE OF CONTRACT                    APR/1984  
The Government contemplates award of a firm fixed price type contract resulting from this solicitation.

(End of Provision)  
(LF6008)

L-8                    52.233-2                    SERVICE OF PROTEST                    AUG/1996  
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ, JMC, AMSJM-CCA-M, MARY S. ADAMS, PCO.  
  
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.  
  
(End of Provision)

(LF6021)

L-9                    252.211-7001                    AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS,                    DEC/1991  
DFARS                    DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS,  
DRAWINGS, AND OTHER PERTINENT DOCUMENTS

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:  
  
STANDARDIZATION DOCUMENTS ORDER DESK  
BUILDING 4D  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5094

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.  
  
(End of provision)

(LA6700)

L-10                    52.211-4510                    PARTNERING                    AUG/2001  
AMC

\*\*\*The principal government representatives for this effort will be MARY S. ADAMS, PROCURING CONTRACTING OFFICER; RANDOLPH STEC, QUALITY ASSURANCE SPECIALIST AND RITA COMBS, CONTRACT SPECIALIST.  
  
(End of Provision)

(LM6100)

L-11                    52.211-4501                    SINGLE PROCESSING INITIATIVES SAVINGS PROVISION                    AUG/1999  
OSC  
\*\*\*

(LS6040)

L-12                    52.252-5                    AUTHORIZED DEVIATIONS IN PROVISIONS                    APR/1984  
  
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 37 of 41</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(LF7015) (End of provision)

L-13 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(LF7007) (End of Provision)

L-14 15.403-5(A) COST DATA BREAKDOWN OCT/1997  
\*\*\* (End of Provision)

(LF7012)

L-15 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001  
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil/> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0061 <b>MOD/AMD</b>	<b>Page 38 of 41</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

1. The following are the evaluation factors for award:
  - a. Technical Ability (Factor)
    - (1) Critical Skills, Processes and Procedures (Subfactor)
    - (2) Quality System (Subfactor); and
    - (3) Testing and Inspection (Subfactor)
  - b. Past Performance (Factor)
    - (1) On-Time Delivery (Subfactor)
    - (2) Quality and/or Quality Program Problems (Subfactor)
  - c. Price (Factor)
2. Technical Ability and Past Performance are of equal importance and together they are slightly more important than price.
3. Within Technical Ability, all subfactors are of equal importance. Within Past Performance, all subfactors are of equal importance.
4. The offeror's total price shall be evaluated. All price factors (basic price, option price, Government property/equipment and transportation costs (if appropriate) shall be applied to determine the total evaluated price.

(End of Provision)

(MF6012)

- |     |           |   |          |
|-----|-----------|---|----------|
| M-4 | 15.304(C) | EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD | OCT/1997 |
|-----|-----------|---|----------|
- (a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors/considerations:
- (1) Technical Ability and Past Performance are of equal importance and together they are slightly more important than price.
  - (2) Within Technical Ability, subfactors Critical Skills, Processes and Procedures, Quality System and Testing and Inspection are all of equal importance. Within Past Performance, On-Time Delivery and Quality and/or Quality Program Problems are of equal importance.

**Name of Offeror or Contractor:**

(3) The evaluation team may determine that an on-site visit or Capability Study to the offeror's facility (of those offerors determined to be in the competitive range) may be necessary to confirm/clarify information, however, offerors are cautioned that the Government intends to award without site visits if practical. The competitive range shall include all of the most highly rated proposals unless the range is further reduced for purposes of efficiency.

(b) Offerors shall provide best value information by addressing each factor and subfactor in the format and sequence identified herein. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of their proposal. The Government will not make assumptions concerning an offeror's intent, capabilities, facilities or experience. Providing clear, accurate information is the sole responsibility of the offeror, however the Government may utilize information obtained from other sources in addition to the offeror's data for past performance evaluation. Sources such as, but not limited to contracting, pre-award offices, other major subordinate commands and defense contract management agency (DCMA) may be used to gather information for evaluation. Since the Government may not interview all of the sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

(c) The Government anticipates awarding a contract without conducting site visits if practical. The Government anticipates awarding a contract without opening discussions, however, the Government reserves the right to conduct discussions if deemed necessary by the Procuring Contracting Officer.

\*\*\*

(End of Provision)

(MF6025)

M-5

9.306(I)

COST OF FIRST ARTICLE TESTING (GOVERNMENT TESTING)

SEP/1995

a. Evaluation of bids or offers where first article tests are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing and by subtracting the price bid if any, for such CLIN from the total amount bid for all CLIN's.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

c. The Government is responsible for first article testing and the cost to the Government for such testing shall be a factor in the evaluation of bids for award, to the extent that such cost can be realistically estimated. Such estimated cost is \$5610.00.

(End of Provision)

(MF6010)

M-6

252.225-7003

INFORMATION FOR DUTY-FREE ENTRY EVALUATION

MAR/1998

DFARS

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes ( )

No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( )

No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( )

No ( )

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0061      MOD/AMD</p>	<p style="text-align: center;"><b>Page 40 of 41</b></p>
--	--	---

**Name of Offeror or Contractor:**

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

\_\_\_\_\_

.

\*\*\*

(End of provision)

(MA7700)

M-7	52.245-4519	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND	AUG/1993
	OSC	RESEARCH PROPERTY	

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

\_\_\_Offer is predicated on use of Government property in offeror's possession.

\_\_\_Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:\_\_\_\_\_

Number and Date:\_\_\_\_\_

Cognizant Government Agency (including address): \_\_\_\_\_

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:\_\_\_months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{\text{TxRxPxS}}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

Name of Offeror or Contractor:

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7005)

M-8	52.247-4502	TRANSPORTATION EVALUATION - F.O.B. POINT OF DELIVERY OF GOVERNMENT-	MAY/1993
	OSC	FURNISHED MATERIAL (WITH DIFFERENTIALS)	

\*\*\*

(End of provision)

(MS7010)